

## **EXHIBIT 2**

VESTA CORPORATION,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO. 4:15-CV-00719
	)	
V.	)	
	)	
VESTA MANAGEMENT SERVICES, LLC,	)	
	)	
Defendant.	)	
	)	

1. I am over the age of 18, believe in the obligations of an oath, and have personal knowledge of the matters set forth below.

2. I am an Executive Vice President of Vesta Corporation, a Connecticut corporation with a principal place of business located at 175 Powder Forest Drive, Weatogue, Connecticut 06089.

3. I submit this declaration in further support of plaintiff Vesta Corporation's Motion for Summary Judgment and its opposition to Vesta Management Services, LLC's Motion for Summary Judgment.

4. I have worked at Vesta Corporation since 1998.

5. As Executive Vice President, my job responsibilities include growing Vesta Corporation's portfolio of affordable properties, identifying sources of capital, and corporate oversight.

SECOND SUPPLEMENTAL DECLARATION OF JOSHUA GREENBLATT – PAGE 1  
1166249

7. The cost charged by Apartment Finder for 250 mini-brochures, which included a \$120 design fee and \$15 shipping fee, was \$275.00, or \$1.10 per brochure.

8. During the pendency of this litigation, I have reviewed Vesta Management's website as well as the websites of its individual properties.

9. None of the domains for Vesta Management's properties include the word "Vesta."

10. Many of the domain names for Vesta Management's properties are merely the name of the property itself. For example, the domain name for 3939 Rosemeade, one of Vesta Management's properties, is www.3939rosemeade.com, and the domain name for Arbors of Austin, another of Vesta Management's properties, is www.arborsofaustin.com. A true and correct copy of the homepage for www.3939rosemeade.com and www.arborsofaustin.com is attached hereto as **Exhibit B** and **C**, respectively.

11. The only words or terms found in the domains for any of Vesta Management's properties that are not the name of the property itself are "liveat," "apts," "apthomes," "apartment," "Austin," and "Raleigh."

12. Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 11, 2016

  
\_\_\_\_\_  
Joshua Greenblatt  
Executive Vice President  
Vesta Corporation

# **EXHIBIT A**

# Apartment Finder

Search smarter. Live better.

## Advertiser Agreement

The undersigned agrees to place advertising with Apartment Finder magazine and/or Apartmentfinder.com publications of Network Communications, Inc. based on the terms, contract length, and effective start period listed below:

Network Communications, Inc.

Apartment Finder  
2 Sun Court - Suite 300  
Norcross, GA 30092

Core Advertising						Term		Recurring Rate (monthly unless specified)		
Package	Core	(2)				Start	End	Gross	Discount	Net
FinderPak										
FinderPlus										
FinderPro										

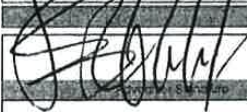
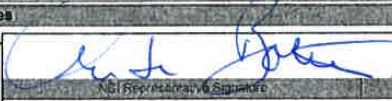
Additional Advertising / Marketing Items						Term		Recurring Rate (monthly unless specified)		
Product	Notes					Start	End	Gross	Discount	Net
Custom / Management Page										
Front Cover										
Inside Front Cover										
Back Cover										
Inside Back Cover										
OnDemand Digital ( ODD )										
OnDemand Extreme ( ODX )										
OnDemand Email ( ODE )										
Promo (specify)	250 mini-brochures					12.1.2014	12.31.2014	\$ 325.00		\$ 325.00
Promo Pak (specify)										
Other (specify)										

Advertiser and Billing Information						Property Management Group			
Advertiser						Vesta Corporation			
Villa Serena Apartments						Management Group Name			
6800 Mayfield Road Mayfield Heights OH 44124						175 Powder Forest Drive Westogue CT 06089			
440-449-3977						Ashley McLaughlin 860-325-1716			
villaserena@vestacorp.com									

Billing Address ( if different than Advertiser Info )				Additional Comments	
Address ( line 1 )		Address ( line 2 )		250 mini-brochures@ \$140 + design fee of \$120 + shipping of \$15= total: \$275	
City		State	Zip		
Phone Number		Fax			
Maria Monroe					
ORDER NUMBER		EMAIL			

Terms and Conditions	
1. On behalf of the Owner and Management Company Identified above, the Advertiser agrees that at the end of the term specified above, this Advertising Agreement will continue to renew on an issue-to-issue basis, at the highest prevailing published rate.	
2. Advertiser warrants that it has the right to use all material submitted to NCI and publication of such material does not violate any applicable law, regulation or ordinance.	
3. Advertiser agrees to save, hold harmless & defend NCI of and from any and all claims, causes, or demands arising out of the advertising submitted to and published by NCI or for any other breach of this agreement or any representation or warranty contained herein.	
4. NCI, notwithstanding any language herein to the contrary, reserves the right to refuse any and all advertising for any reason.	
5. NCI reserves the right to collect its full, single issue, page rate from Advertiser in the event that Advertiser fails or refuses to advertise in all issues as agreed herein, _____ (Initials). Payment terms are net 30 days from invoice date, Past due amounts shall bear interest at the rate of 1.5% per month (or highest prevailing legal rate) from invoice date.	
6. While NCI shall use due care and diligence in the publication of each issue, NCI shall not be responsible for errors, omissions, misprints, or mistakes.	
7. If Advertiser has selected Call Recording, Advertiser agrees to comply with all state and federal law or regulations regulating the recording of telephone calls or email communications, including but not limited to, written notice to employees along with employees acknowledgement of receipt of the notice, Advertiser shall indemnify, hold harmless and defend NCI of and from any claims, penalties, fines or actions brought against NCI by any third party of violations of such laws or regulations, including any state or federal government agency, _____ (Initials)	
8. Together with the Rate Card and the ApartmentFinder.com Multi-Family On-Line Order Form and its Terms and Conditions (if Internet advertising also ordered), this Agreement constitutes the entire agreement and cannot be amended except in writing signed by NCI and the Advertiser. If ordered as indicated above, Advertiser agrees, in using NCI's call recording services, to collect and maintain on file, at Advertiser's location, written consent form from each employee for whom call recording is conducted. Advertiser acknowledges and agrees that NCI, and NCI's third party call recording vendors, if any, are relying upon this representation.	
9. This Agreement shall be governed by the laws of the State of Georgia. Venue for any action arising out of this Agreement shall be in Gwinnett County, Georgia. By signing below, Advertiser submits to the jurisdiction of the courts of Gwinnett County, Georgia. The prevailing party in such action shall be entitled to all costs including attorney's fees.	
10. This Agreement shall be binding upon successors and assigns if payment is made pursuant hereto or advertising is accepted.	

Each signature below certifies authority to act as contracting agent for this Agreement. In addition, if Internet advertising is ordered the undersigned confirms that he/she has read, understands, and agrees to the ApartmentFinder.com Terms and Conditions. Terms can be viewed online at <http://Apartmentfinder.com/TermsOfUse> along with our privacy policy at <http://Apartmentfinder.com/PrivacyPolicy>.

Signatures			
 Ashley McLaughlin Advertiser Signature		 Andrew Botteri NCI Representative Signature	
Title Company Date Signed		Sales Rep Number Date Signed	

CoStar000005

# **EXHIBIT B**



## 3939 ROSEMEADE APARTMENTS

[Special Offers](#) | [469-573-1290](#) | [Apply Now](#) 

WELCOME HOME

**3939 ROSEMEADE: YOUR NEW DALLAS ADDRESS!**

Situated in North Dallas, Texas, just minutes from area shops, restaurants, and businesses, 3939 Rosemeade Apartments is a comfortable escape! We're close to George Bush Turnpike and Dallas Parkway for easy commutes downtown. Our community is private and wooded with a resort-style swimming pool and a fitness center. 3939 Rosemeade Apartments has six floor plans to choose from. All apartments have a patio or balcony, large closets, and well-appointed kitchens. Call 3939 Rosemeade today and start enjoying your new Dallas address!

**FLOOR PLANS****FEATURES & AMENITIES****GALLERY****LOCATION**

## CONTACT

## RESIDENT SERVICES

[Lease Online](#) | [Privacy Policy](#) |



© 2016 3939 Rosemeade Apartments in Dallas,  
TX |  
3939 Rosemeade Apartments •  
3939 Rosemeade Pkwy, Dallas, TX 75287 •  
469-573-1290

Professionally Managed By:






# **EXHIBIT C**



## THE ARBORS OF AUSTIN

[Special Offers](#) | [512-774-6801](#) | [Apply Now](#) **PEACEFUL. BEAUTIFUL. THIS IS ARBORS OF AUSTIN.**

As you enter Arbors of Austin, the first thing you'll notice is the lush landscaping. Our beautiful, park-like setting will inspire you to check out the amazing amenities offered at Arbors of Austin. A dazzling swimming pool and poolside outdoor kitchen with gas grill will have you dreaming of summer pool parties, while our state-of-the art fitness center will have you anticipating energetic workouts.

The amenities continue into Arbors of Austin apartments, which shine with hardwood floors, gourmet kitchens with breakfast bars, plush carpeting in the bedrooms, and amazing views from oversized picture windows. Arbors of Austin pet-friendly floor plans were designed to fit your lifestyle, while thoughtful touches provide unmatched convenience – such as our complimentary covered parking and plenty of storage space in roomy walk-in closets.

Schedule a tour of Arbors of Austin now and start enjoying the beauty and convenience of our perfectly-located apartments in Austin, Texas.


**FLOOR PLANS****GALLERY****FEATURES & AMENITIES**

## LOCATION

## CONTACT

## RESIDENT SERVICES



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|  
The Arbors of Austin •  
1070 Mearns Meadow Blvd., Austin, Texas  
78758 • 512-774-6801

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